

1 IN THE UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF ILLINOIS

3 EASTERN DIVISION

4
5 AMERICAN CENTER FOR)
EXCELLENCE IN SURGICAL)

6 ASSISTING INC.,)
Plaintiff,

7 vs.)

COMMUNITY COLLEGE)

8 DISTRICT 502, COLLEGE OF)

DUPAGE, DR. THOMAS)

9 CAMERON, DR. KAREN M.)

SOLT, and DR. KATHY)

10 CABAI,)

Defendants.)

No. 1:15-CV-07290

11 The corporate representative deposition of

12 DANIEL BUMP, called for examination pursuant to the

13 Rules of Civil Procedure for the United States

14 District Courts pertaining to the taking of

15 depositions, taken before Patricia L. Wangler,

16 Certified Shorthand Reporter in the State of

17 Illinois, at 180 North Stetson Avenue, Chicago,

18 Illinois, on April 5, 2017, commenced at the hour

19 of 12:49 a.m., and terminated at the hour of

20 2:47 p.m.

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22
23 Reported By: Patricia L. Wangler, CSR

24 License No.: 084-002417



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1 I N D E X

2 WI TNESS

EXAMI NATI ON

3 DANI EL BUMP

4 By Mr. Roche

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10 E X H I B I T S

11 NUMBER MARKED FOR ID

12 D. B. 30(b) (6) Deposi t i on

13 Exhi bi t No. 1 38

14 Exhi bi t No. 2 68

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16

17 (Exhi bits retai ned by Mr. Roche.)

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1 MR. ROCHE: Let the record reflect that this is
2 the corporate representative deposition of
3 plaintiff American Center for Excellence and
4 Surgical Assisting, Inc., taken pursuant to
5 applicable Federal Rules of Civil Procedure
6 including but not limited to Rule 30(b)(6).

7 Could you please -- well, actually before
8 we swear the witness in, please let the record
9 reflect that counsel for ACE and counsel for
10 defendants have spoken and have decided to probe --
11 decided to identify the topics for today's
12 deposition that are listed in the notice of
13 corporate deposition that was issued in this case
14 to the following categories, No. 1, the steps that
15 ACE, plaintiff in this case, took to protect its
16 confidential information trade secrets, the alleged
17 damages suffered by ACE as a result of the conduct
18 complained of in the complaint, ACE's performance
19 under the contract that it alleges COD entered
20 into, ACE's Self-Study which alleges is its trade
21 secret and proprietary information and the
22 textbooks that are offered in connection with the
23 ACE Surgical Assisting Program that remain -- the
24 remaining topics identified in the notice of



1 corporate deposition will be -- excuse me. The
2 deponent who will be testifying on the remaining
3 topics identified in the notice of corporate
4 deposition will be Keith Bump whose deposition has
5 not presently been scheduled due to a medical issue
6 but hopefully will be completed within 30 days of
7 today's date.

8 MR. DAVIS: And just to add to the record, this
9 is pursuant to an agreement between the parties
10 after Dan Bump has already testified to many of the
11 areas listed on the Exhibit A to the notice of
12 30(b) (6) deposition and that these are the areas
13 remaining which he can comment on which does not
14 limit counsel from asking Keith Bump the same
15 questions in his individual and in his corporate
16 capacity.

17 MR. ROCHE: Would you please swear the witness
18 in.

19 (Witness sworn.)
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1 DANI EL BUMP,
2 called as a witness herein, having been first duly
3 sworn, was examined and testified as follows:

4 EXAMINATION

5 | BY MR. ROCHE:

6 Q. Dan, you testified yesterday that
7 throughout the entire existence, corporate
8 existence of ACE you have been the 100 percent
9 shareholder and CEO of the corporation; is that
10 accurate?

11 A. Yes.

12 Q. I want to discuss the steps that ACE, the
13 corporation, takes to protect the dissemination of
14 the trade secrets and confidential information that
15 ACE considers to be as such and proprietary to ACE.

16 Are there any -- is an employee of ACE
17 required to execute any sort of confidentiality
18 agreement at the time he or she becomes employed by
19 ACE?

20 A. Not up 'til now.

21 Q. Does an employee of ACE presently --
22 strike that.

23 Is an employee of ACE -- does ACE ask its
24 employees to sign confidentiality agreements today?



1 A. No.

2 Q. How about nondisclosure agreements, when
3 an employee is hired by ACE, does ACE require the
4 employee to sign a nondisclosure agreement?

5 A. Not ordinary employees. I would have
6 somebody like Keith, for instance, to sign a
7 nondisclosure. And I believe I did.

8 Q. Keith would sign a Nondisclosure Agreement
9 on behalf of ACE or -- I'm confused. I apologize.

10 A. He would sign an employment agreement. We
11 don't ordinarily have employees sign an employment
12 agreement, but I believe in that employment
13 agreement there is a nondisclosure clause.

14 (Whereupon, Mr. Davis exits at
15 12:59 o'clock p.m.)

16 BY MR. ROCHE:

17 Q. Has that employment agreement been
18 produced in this case?

19 A. I don't know if -- I don't believe it was
20 asked for.

21 Q. Okay. It was asked in a document request,
22 No. 51 and No. 52 that defendants propounded on
23 plaintiff. We could probably just get that
24 agreement before we have the corporate rep dep of



1 Keith Bump.

2 A. I have no objections to that.

3 Q. But anyway so the employment agreement
4 that Keith signed, I think you just said, contains
5 the nondisclosure clause?

6 A. I haven't seen it for a long time, but I
7 believe it does.

8 Q. Do you know if that employment agreement
9 contains a confidentiality clause?

10 A. I don't know the difference between those
11 two things. It seems like those are the same thing
12 to me.

13 Q. Do you know if -- never mind.

14 How about any other ACE employees, are
15 there any other employment agreements between ACE,
16 the corporation, and its employees similar to Keith
17 Bump's employment agreement?

18 A. No.

19 Q. Is there -- strike that.

20 Does ACE have an employee handbook?

21 A. Yes.

22 Q. Has the employee handbook been produced in
23 this lawsuit?

24 A. I don't believe so.



1 Q. Do you know why?

2 A. No. I didn't even know it was asked for.

3 Q. Okay. Does the employee handbook contain
4 a confidentiality provision?

5 A. I don't believe so.

6 Q. Does the employee handbook contain any
7 statement about ACE's confidential information?

8 A. I would have to review it, but I don't
9 believe so.

10 Q. Did you review the employee handbook in
11 connection with your testimony today?

12 A. No.

13 Q. Do you know if the employee handbook
14 contains any reference to ACE's trade secrets?

15 (Whereupon, Mr. Davis entered
16 at 1:01 o'clock p.m.)

17 THE WITNESS: I don't believe it does.

18 BY MR. ROCHE:

19 Q. Are there -- aside from the employee
20 handbook, does ACE promulgate any corporate
21 policies pertaining to the confidential information
22 of ACE?

23 A. No.

24 Q. And this was in place in 2013 and 2014?



1 A. The employee handbook?

2 Q. Yes.

3 A. I believe so.

4 Q. Okay. And in 2013 and 2014 were there any
5 policies of ACE pertaining to the confidentiality
6 of its information?

7 A. No.

8 Q. How many employees have left the
9 employment of ACE since 2010?

10 A. Of their own accord or including people
11 who were fired.

12 Q. Both.

13 A. Since 2010 there was Sarah Bump and --
14 since 2010 until now?

15 Q. Yes.

16 A. Tina Roswell who was the receptionist,
17 James Bell, John Redmond, Jack Simmons. I believe
18 that's it.

19 Q. Were there any exit interviews conducted
20 in connection with the departures of those
21 employees?

22 A. Not really, no.

23 Q. Was it ever communicated to the former
24 employees of ACE that they are not allowed -- they



1 were not allowed or permitted to take ACE's
2 confidential information when they left ACE?

3 A. No. But they really didn't have access to
4 it.

5 Q. Okay. Who has -- who had access to ACE's
6 confidential information in 2013 and 2014?

7 A. Just me.

8 Q. Just you?

9 A. Uh-huh.

10 Q. Keith did not have access to ACE's
11 confidential information?

12 A. Well, I mean sales, things they would use
13 in sales, like the catalogue.

14 Q. And the curriculum, would that also be?

15 A. He would have to get special permission to
16 use that.

17 Q. And he would obtain that permission from
18 you --

19 A. Yes.

20 Q. -- is that right?

21 Is ACE's confidential information stored
22 electronically, Mr. Bump?

23 A. Yes.

24 Q. And can you define for the record what ACE



1 considers its confidential information?

2 A. Any information that might be utilized by
3 a competitor or somebody we didn't authorize to use
4 to create their own program.

5 Q. And where exactly is ACE's confidential
6 information electronically stored? Is it stored in
7 the cloud?

8 A. It is now. It was on a server before.

9 Q. Was it on a server in 2013?

10 A. It was on a server.

11 Q. And 2014?

12 A. Yes.

13 Q. And the only individual -- if I understand
14 your testimony correctly, the only individual who
15 had access to ACE's confidential information in
16 2013 and 2014 was you?

17 A. I was the only one that was authorized to
18 access that information. We didn't really have
19 security measures surrounding those documents.

20 Q. Any ACE employee could access that
21 information?

22 A. Conceivably. They would have been fired
23 if they did so without the proper authorization.

24 Q. What --



1 A. There would be no reason why they would be
2 there.

3 Q. Could an ACE employee again in 2013 and
4 2014 simply access the information stored
5 electronically on the server by accessing an ACE
6 computer?

7 A. They could if they wanted to commit
8 industrial espionage.

9 Q. Was the --

10 A. Do we have to strike that answer?

11 MR. DAVIS: No. Leave it.

12 BY MR. ROCHE:

13 Q. Was the employee who wants to commit
14 industrial espionage required to utilize a password
15 to access this information electronically?

16 A. No.

17 Q. Simply go onto an ACE computer and an
18 employee could easily access this information?

19 A. They would have to look for it. And if
20 they could find it, then they could access it.

21 Q. Were hard copies of ACE's confidential
22 information kept in 2013 and 2014?

23 A. No.

24 Q. It was all electronic?



1 A. Uh-huh.

2 Q. Did ACE in 2013 and 2014 have any
3 capability to track who accessed ACE's confidential
4 information electronically?

5 A. Maybe an IT guy could figure it out. I
6 wouldn't be able to.

7 Q. Did ACE have an IT guy in 2013 and 2014?

8 A. Not that we employed.

9 Q. Let's discuss damages.

10 MR. ROCHE: Can we go off the record for a
11 quick second?

12 (Discussion off the record.)

13 BY MR. ROCHE:

14 Q. Let's turn to what was marked as Exhibit 1
15 to your deposition in your individual capacity.
16 What exhibit -- what is this document, Mr. Bump?

17 A. This is the complaint.

18 Q. If you could turn to paragraph 63. This
19 paragraph alleges that as a proximate result of
20 defendant's acts of conversion, ACE was deprived of
21 their property rights and suffered damages in
22 excess of \$500, 000 or in an amount to be proved at
23 trial.

24 Now, this paragraph actually was dismissed



1 by virtue of a motion that the college filed in
2 this case. My question simply to you is is it
3 ACE's position in this litigation that it has
4 suffered damages in excess of \$500, 000?

5 A. Yes, that is our allegation. And it is
6 actually more than that.

7 Q. What is the amount of damages that ACE is
8 claiming in this litigation?

9 A. I don't know what's been subsequently
10 discussed after this, but damages were recorded
11 based upon our previous conversation that we had
12 about how many students would -- were promised by
13 COD and how many students we would be empowered to
14 contribute to that based on the fact that CAAHEP
15 accreditation was back now which would be around
16 75, 80 students a year on our part, the 200 -- I
17 mean the 200 students up front on their part. And
18 I think we considered enrollments coming from COD
19 to be around a 10 to 20 a year area.

20 And our damages would have been \$3, 680
21 times that amount. I'm using that figure from the
22 latest Consortium Agreement that's on record.

23 Q. ACE would be able to provide the
24 College of DuPage with 75 students. Is that on an



1 annual basis?

2 A. That's in addition to what we were going
3 to be currently providing. So we were already
4 enrolling 90 to 100 students a year. That would
5 have been transferred over to COD. And we would
6 have been able to contribute 75, 80 more is our
7 estimation based upon what we were doing before we
8 lost CAAHEP accreditation.

9 Q. Was it ACE's intent in entering into this
10 consortium to send all its enrollees to the College
11 of DuPage?

12 A. All the ones that qualified under their
13 qualifications that they were outlining.

14 Q. Those that did not qualify -- meet
15 qualifications under COD's admission standards
16 would still remain students at ACE?

17 A. Right. But that would have been like the
18 on-the-job trained techs. And I don't know if COD
19 wanted the PAs and PEs and the MDs that just took
20 the six-day lab or not.

21 Q. ACE was aware of the COD's admission
22 standards -- strike that.

23 Was ACE aware of the admission standards
24 that COD intended to utilize before the



1 Consortium Agreement was consummated?

2 A. The Consortium Agreement took place in --
3 December 9th. I don't know if we were aware of
4 those before then, but sometime thereafter we
5 became aware that that was going to be it. And --
6 but I never saw it in writing until I reviewed
7 their submission to the -- to this deposition or
8 their deposition.

9 Q. Are you referring to the document that was
10 sent to the Illinois State --

11 A. No, I was reviewing the --

12 Q. -- the Illinois Community College Board?

13 A. -- screen shots that they had put together
14 of their organization of their program.

15 Q. Was ACE aware that COD's admission
16 standards would be more stringent than ACE's
17 admission standards in 2014?

18 A. Yeah. When we discovered they really were
19 going to be only enrolling CSTs -- and that might
20 even be people who qualified otherwise but just
21 never got certified, it seems like to me according
22 to my reading of it, and operating room nurses.

23 Q. Would you agree that COD's admission
24 standards were more stringent, were more limited



1 than ACE's admission standards in 2013 and 2014?

2 A. I agree that they were more limited, not
3 necessarily better.

4 Q. Would you agree that because COD's
5 admission standards were more limited, the number
6 of students that ACE would be able to send over to
7 COD as part of the consortium would be under --
8 would be less than ACE's actual enrollment in 2013
9 and 2014?

10 A. The additional students we would be rope
11 fall directly into the category that they were
12 going to be enrolling. They would be CSTs who are
13 interested in taking a CAAHEP accredited program
14 and wanted to become CSFAs.

15 Q. Those students would go to the COD ACE
16 consortium?

17 A. Yes.

18 Q. But ACE enrolled in 2013 and 2014 between
19 90 and 100 students per year?

20 A. And some of those would also qualify to
21 get in there.

22 Q. But not all -- ACE would be unable due to
23 the admissions, the difference in the admission
24 standards, ACE would not be able to send all its



1 students --

2 A. Current students.

3 Q. Current students which you forecasted
4 was -- ranged between 90 and 100 to the ACE COD
5 consortium?

6 A. We would have been able to send about
7 60 percent of those.

8 Q. The remaining 40 percent would remain
9 enrolled through the ACE -- the traditional --

10 A. Yes.

11 Q. -- ACE Surgical --

12 A. And some of those would be students who
13 only took the six-day lab.

14 Q. Do you know when -- well, let me ask this,
15 do you know if the College of DuPage has actually
16 obtained CAAHEP accreditation for its surgical
17 assistant program?

18 A. According to everything I have looked at
19 they have.

20 Q. Do you know when the College of DuPage
21 obtained CAAHEP certification?

22 A. Not the specific date. But when I first
23 discovered it, it seemed like a very short period
24 of time. It appeared to me that they had been



1 awarded CAAHEP accreditation like within six months
2 of applying is what I had previously figured out,
3 not based upon the time they were actually awarded
4 it but the time that I discovered it.

5 Q. If you were to learn that the College of
6 DuPage obtained CAAHEP accreditation in November of
7 last year, November 2016, would that impact the
8 number of students that ACE was able to -- would
9 have been able to send to the College of DuPage in
10 2013 and 2014?

11 A. Of course.

12 Q. Would it substantially impact the ability
13 of the -- strike that.

14 A. We would -- just to elaborate, we would
15 have been able to send them students before they
16 got CAAHEP accredited because in order to get
17 CAAHEP accredited, you have to have students in the
18 program.

19 Q. Right. But that statement assumes that a
20 student would go over to the college and ACE
21 consortium because the college was CAAHEP
22 accredited?

23 A. Well, I don't claim to have a full
24 understanding of exactly how this works, but you



1 are allowed as you are applying for CAAHEP
2 accreditation to start enrolling students. In
3 fact, it's expected. I don't understand how that's
4 done because you can't tell a student that you are
5 enrolling in a CAAHEP accredited program.

6 I guess you can tell them you are in the
7 process, but you can't tell them that you have any
8 kind of expectations of actually being awarded
9 CAAHEP accreditation.

10 Q. Let's move on. The 75 students I believe
11 you stated that ACE would be able -- the
12 additional -- in addition to the 90 and the 100
13 that were presently enrolled at ACE, I believe you
14 testified ACE would be able to enroll or send to
15 the college an additional 75 to 80 students as
16 well. And that is -- that calculation is based
17 upon ACE's enrollment figures back when ACE was
18 CAAHEP approved; is that right?

19 A. Correct -- well, not based upon the actual
20 enrolments but based upon what we lost because of
21 that. We track that more than the actual
22 enrolments at the time when we were thinking about
23 this.

24 Q. Okay. Does that number -- strike that.



1 Would that number be impacted if the
2 College of DuPage was not CAAHEP accredited in 2015
3 when it initially started -- strike that.

4 Would the fact -- strike that.

5 If COD was not CAAHEP accredited in 2013
6 and 2014 to provide a surgical assistant program,
7 would that impact the ability of ACE to recapture
8 and enroll 75 to 80 more students?

9 A. 2013 and 2014 are the period of time when
10 we were still negotiating the amendments to the
11 verbal contract. They weren't. We knew at that
12 point that they weren't yet accredited. So I don't
13 understand the question relating to that.

14 Q. All right. Let me ask it this way, the
15 additional enrollments of 75 to 80 students that
16 you testified ACE believes it would have been able
17 to send over to the College of DuPage as part of
18 the consortium is based upon the assumption that
19 the College of DuPage would have been able to have
20 obtained CAAHEP accreditation?

21 A. Correct.

22 Q. The 200 number, you discussed this
23 yesterday, just so I understand your testimony
24 correctly, this was a representation that Kathy



1 Cabai made to you; is that right?

2 A. And Keith was there. I don't remember who
3 else was there, if anybody.

4 Q. Aside from that representation -- how many
5 times did Kathy tell you or Keith or anyone else at
6 ACE that she believed -- she had -- whatever your
7 testimony was yesterday, were there any other
8 discussions from -- in which Kathy discussed this
9 projected enrollment of 200 students other than
10 what you testified to yesterday?

11 A. Well, there was definitely an initial
12 discussion. I believed we had discussions
13 following that related to the mechanics of how we
14 were going to get those students into the program.

15 Q. During the discussions about the
16 mechanics, was there ever discussions surrounding
17 how the lab would be taught in light of the
18 increased enrollment?

19 A. No. I believe the discussion about Kathy
20 teaching a lab, if that's what you were talking
21 about, occurred after that.

22 Q. Did anyone else at the College of DuPage
23 ever communicate to ACE projected enrollment
24 figures for the ACE COD consortium?



Dani el Bump 04/05/2017

A. I'm sorry, I didn't hear the first part of your question.

MR. ROCHE: Can you read it back.

(Whereupon, the record was
read as requested.)

THE WITNESS: No.

BY MR. ROCHE:

Q. Are there any documents, Mr. Bump, that you have reviewed in this case that substantiate or support or -- well, compound.

Are there any documents that you have reviewed in this litigation that relate to the idea that the ACE COD consortium would have an enrolment figure of around 200 students?

A. No.

Q. And this 200 students and the 75 to 80 students and the students in the ACE program, those projections were for one year only?

A. The 200 was for one year. The 75 was for every year. Plus I believe we mutually agreed that they would probably have enrollments of 20, 10 to 20 students a year for their program.

Q. All right. A perspective student for the ACE program only in 2013 and 2014, that particular



1 student could enroll the following month after
2 being accepted?

3 A. Correct.

4 Q. And enrollment in -- well, did ACE ever
5 close its enrollment in 2013 and 2014?

6 A. No.

7 Q. A student could enroll at any given point
8 during the calendar year in 2013 to 2014?

9 A. Yes.

10 Q. I believe you testified yesterday that ACE
11 was aware, you personally were aware that the COD
12 ACE proposed consortium would be offered on a
13 semester basis?

14 A. Yes. That didn't happen right away. That
15 was sometime later in our discussions.

16 Q. Do you think the fact that the enrollment
17 for the COD ACE proposed consortium would be a
18 semester basis would impact the ultimate enrollment
19 numbers?

20 A. I don't believe so. It would have
21 impacted the convenience of open enrollment to the
22 students.

23 Q. Why do you not believe so?

24 A. I mean I think that the student -- the



1 potential students that we have access to, they
2 wanted to enroll in a program. They chose ours in
3 particular because it was more convenient. That's
4 one reason they chose ours because it was more
5 convenient than others that they had looked into.
6 They didn't have that option. I don't think that
7 ours would be any less inconvenient than anybody
8 else's.

9 Q. Was ACE aware in 2013 and 2014 that a
10 student had to enroll in the first semester, the
11 fall semester to proceed through the course of the
12 proposed ACE COD consortium?

13 A. In the consortium they would have had to
14 enroll in the first semester and then proceed
15 through the entire program as it is organized; is
16 what you are asking?

17 Q. Yes. Was ACE aware of that process?

18 A. Yes.

19 Q. And was ACE aware that under the COD's
20 proposed program a student could not take the lab
21 until he or she completed the first two online
22 semester courses of the surgical assisting program?

23 A. I wasn't familiar when they would be
24 allowed to take the lab.



1 Q. Would you -- would ACE agree with the idea
2 that prohibiting potential students from
3 handling -- or going to the lab until they
4 completed the online portion impact enrollment
5 figures?

6 A. Once again I think that that would not be
7 a big issue. People are excited to sign up for a
8 program because we might be bringing the lab to
9 their area. If we didn't, I don't think that we
10 would not have enrollments. That might have
11 delayed a sale.

12 In other words, they might have had to
13 rethink when they would enroll based upon when they
14 can maybe save up money for travel and, you know,
15 stuff like that.

16 Q. Was ACE aware in 2013 and 2014 that the
17 program promulgated by the College of DuPage
18 provided for one lab per year?

19 A. No, but I don't understand why that's an
20 issue in this discussion. They only need one lab
21 per year to cover only ten students per year.

22 Q. You would agree that the college would
23 need more labs per year to accommodate the
24 enrollment projections that ACE allegations were



1 made?

2 A. I agree.

3 Q. And would you also agree that if the
4 program provided for only one lab session per year,
5 per semester, that could impact the ability of the
6 College of DuPage to handle the enrollment
7 projections that ACE alleges were made?

8 A. The College of DuPage never once expressed
9 that they were going to limit -- no matter how many
10 students were enrolled, that they were going to
11 limit the number of labs that they put on to one a
12 year.

13 Q. Okay, that wasn't my question. If you
14 could simply answer my question. That's all I ask.

15 A. Can you repeat it?

16 MR. ROCHE: Can you read it back.

17 (Whereupon, the record was
18 read as requested.)

19 THE WITNESS: The answer would be, yes, if
20 that's what all they were going to do under our
21 agreement. That wasn't the case.

22 BY MR. ROCHE:

23 Q. Why not?

24 A. Under our agreement there was no provision



1 that limited the number of labs that they were
2 going to put on no matter how many students that
3 they had. Nevertheless, if that's all they were
4 going to put on, we could handle the remaining labs
5 for them.

6 Q. In the proposal ACE sent to -- and we can
7 look at the exhibit, but in the proposal ACE sent
8 to the College of DuPage, ACE noted that the
9 tuition for the surgical assistant program that the
10 college could charge was approximately \$6,900. Do
11 you recall seeing that in the proposal?

12 A. I -- I -- I don't know if I would
13 characterize it like that. We were just offering a
14 potential amount that they could charge. They
15 could charge more or less than that if they wanted
16 to. We weren't limiting them as to what they could
17 charge.

18 Q. Was ACE aware in -- what did Ace -- what
19 was the cost of the ACE Surgical Assistant Program
20 for students in 2013?

21 A. I believe it was --

22 Q. Just the basic package.

23 A. I believe it was 5,495.

24 Q. 5,495.



1 A. I don't think we have raised our prices
2 since then.

3 Q. Was it ACE's understanding that the
4 college, if it went ahead with the consortium,
5 would have charged a student, prospective student
6 over \$5,400 for the surgical assistant program?

7 A. I believe that the reason why Keith
8 offered 6,995 as a potential for them to charge was
9 because others in the field, in the -- other
10 competitors were charging that much.

11 Q. Was it ACE's understanding that if this
12 proposed partnership went forward, the cost a
13 student would incur to go through the program would
14 be in excess of \$5,400?

15 A. We were making allowances for such a thing
16 to happen. And given the fact that in addition to
17 the kind of training we were offering, they would
18 be able to get CAAHEP accredited. Instead there
19 was an extra value there.

20 Q. At an increased cost?

21 A. Right.

22 Q. And do you think that increased cost would
23 have impacted the enrollment projections that were
24 discussed between ACE and COD?



1 A. No.

2 Q. Why not?

3 A. Because for the people that were not able
4 to sign up for our program because of lack of
5 CAAHEP accreditation, their motivation and their
6 desire for that was great. It wouldn't have -- in
7 my mind it wouldn't have affected it. And even if
8 they were shopping for price, based on price, they
9 would have found that others in the field were
10 charging about that same amount.

11 Q. Has ACE ever conducted any -- well, let me
12 rephrase.

13 In 2013 and 2014 did ACE conduct any
14 market studies to gauge the demand for a surgical
15 assistant program?

16 A. We have conducted market studies. I don't
17 believe that there were any done in that time
18 period. And part of the market study was just --
19 in our own experience what did we lose when we lost
20 CAAHEP accreditation. So part of our market study
21 was even studying our own program.

22 Q. There was a market study conducted to --
23 by ACE to gauge the demand of surgical assistant
24 programs?



1 A. Like many years before what we are talking
2 about.

3 Q. Was it one market study or several market
4 studies that ACE conducted?

5 A. Don't get me wrong, it is not like a
6 formal market study where you do all these things
7 they say you are supposed to do in market studies
8 and such like that.

9 But we did do market studies based upon,
10 for instance, work that was done at the labor [sic]
11 of bureau [sic] statistics and other sources like
12 that and also the AST.

13 Do I need to say who they are again, or we
14 have that on the record?

15 MR. DAVIS: We have it on the record.

16 MR. ROCHE: Yes.

17 THE WITNESS: The AST has done certain market
18 studies that we also took into consideration.

19 BY MR. ROCHE:

20 Q. And what -- has the demand for surgical
21 assistants changed over the years?

22 A. No. It seems to be getting more. In
23 fact, part of recent -- a more recent study
24 included what's going on with our competitors. And



1 one of our competitors -- and we can -- this is so
2 good we can hardly believe it's true, but one of
3 our competitors in their publication says they
4 enroll around 600 students a year. And that --
5 that's partially because they have CAAHEP
6 accreditation.

7 Q. And so I understand it correctly, it's
8 ACE's view that the demand for surgical assistants
9 has increased in recent years?

10 A. Based on that. I mean it hasn't increased
11 for our product.

12 Q. How has the ACE Surgical Assistant Program
13 done over the last three years in terms of
14 enrollment?

15 A. It has been pretty steady, around 90 to
16 100 a year. It's enough to keep us in business but
17 not to flourish or anything.

18 Q. Were any market studies or the market --
19 has ACE -- in 2013 and 2014 did ACE conduct any
20 market studies for the surgical assistant market in
21 the Chicago area?

22 A. No.

23 Q. Has ACE ever conducted any market studies
24 to gauge the demand for surgical assistant programs



1 in the Chicago area?

2 A. No. We -- all our -- all our market
3 studies, informal market studies, are done more on
4 a nationwide level because that's where we provide
5 our service. In fact, it seems counterintuitive,
6 but in Denver where we live, that's not even really
7 our market.

8 Q. Did you say yesterday Texas was a hot
9 market?

10 A. When we were CAAHEP accredited, yes.

11 Q. Where do you pull the students -- in 2013
12 and 2014 where were the students of ACE's surgical
13 assistant program from?

14 A. A smattering all over the country, but
15 there are heavy concentrations like in Georgia.
16 They used to have heavy concentrations in Chicago.
17 That seems to have weaned off. I don't know if it
18 is because competitors are offering it as well.
19 Las Vegas area, California. Those are things that
20 stand out in my mind.

21 Q. For the Chicago market, when did ACE start
22 losing surgical assistant students?

23 A. I think it might have been before the time
24 period that we are talking about. We used to maybe



1 do a couple labs a year in Chicago. And for
2 unknown reasons it started petering out. It is
3 not -- maybe the market is saturated in Chicago. I
4 don't know. I mean we still get people from
5 Chicago and the surrounding areas. It's just it
6 doesn't seem to be what it was before and that
7 might be a CAAHEP accreditation thing too.

8 **Q. Who hires surgical assistants?**

9 A. Hospitals, doctors, surgical assistant
10 agencies. And sometimes assistants just become
11 self-employed.

12 **Q. Is ACE aware of the requirements that**
13 **those hospitals and agencies that you just**
14 **described -- strike that.**

15 Was ACE in 2013 and 2014 aware of the
16 requirements the hospitals and the agency wanted
17 from surgical assistants in terms of what their
18 certifications were?

19 A. Well, in my experience of hospitals in
20 general is that hospitals in most cases just want a
21 mechanism so that their people can become certified
22 at what they do.

23 And in most cases they -- there is four
24 certifying bodies, and they don't really care which



1 one. There are differences between different
2 hospitals.

3 So if one hospital -- in one hospital they
4 may be a little bit political in their bias, and so
5 they will go with that. But most cases it's --
6 they just want to know that their people are
7 certified. It's a liability issue for them.

8 Q. If hospitals and agencies in 2013 and 2014
9 in the Chicago area wanted certified surgical
10 first assistants and not assistants graduating from
11 SA-C programs, would that impact the enrollment
12 projections for the ACE COD consortium?

13 A. It would impact them for the better
14 because that's what would be provided in that
15 consortium.

16 Q. But that is the assumption that the
17 ACE COD surgical assistant program would be able to
18 obtain CAAHEP certification?

19 A. Correct.

20 Q. Let's discuss costs that would have been
21 incurred, if any, by ACE in connection with the
22 proposed partnership with the College of DuPage.
23 Had the partnership gone as ACE had planned, would
24 ACE have incurred any additional costs on its own



1 part?

2 A. We would have incurred the costs of
3 Blackboard. We would have incurred the costs of
4 additional requirements that were being placed.
5 We'd have to produce videos and things like that.
6 We would have had the cost of increased number of
7 people to manage that. And that's Distance
8 Learning. I believe that's all the costs that we
9 would have had.

10 I believe as far as the lab is concerned,
11 we would have had to have the costs of creating the
12 simulators for the lab and shipping for those. And
13 if -- and many more costs if ACE was going to be
14 required to do any of the labs that COD felt that
15 was more than they could handle.

16 Q. Would you agree that those increased costs
17 that you just testified to would have impacted the
18 overall profit generated by ACE in connection with
19 this proposed program with the college?

20 A. It would have impacted as compared if
21 there were no costs, but we had built all those
22 costs into the amount that we were -- that was
23 included in the price that was going to be coming
24 to us.



1 Q. The 3,680 per student?

2 A. Yes.

3 Q. That included -- the costs were built into
4 that?

5 A. Yes.

6 Q. Are there any other damages that ACE has
7 suffered as a result of the conduct complained of
8 in the complaint other than what you just testified
9 to?

10 A. I don't believe so.

11 Q. Okay. Let's go back to the consortium
12 agreements. Well, actually a couple more questions
13 about costs. What about advertising costs, would
14 ACE have incurred increased advertising costs?

15 A. I don't believe so. All we had was
16 website and email campaigns. We had -- I guess the
17 costs would have been to add pages related to our
18 consortium with COD.

19 MR. ROCHE: Let's mark this.

20 (Whereupon, D. B. 30(b) (6)

21 Deposition Exhibit No. 1 was
22 marked for identification.)

23 BY MR. ROCHE:

24 Q. Mr. Bump, I -- Mr. Dan Bump, I show you



1 what has been marked as Exhibit 1 to the 30(b) (6)
2 deposition. Can you identify that document for me.

3 A. This is a profit/loss statement for 2013,
4 2012.

5 Q. Could you please turn to the statement --
6 I don't know what page it is because this isn't
7 Bates numbered. It's the schedule, the general and
8 administrative expenses for the years ending
9 December 31, 2014 and 2013.

10 A. Yes.

11 Q. Please go through these lists of itemized
12 expenses that ACE incurred. My question simply is
13 can you please identify what you believe the costs
14 would have increased had the partnership with the
15 College of DuPage gone forward.

16 A. Advertising expenses -- actually it
17 wouldn't increase because the reason why those are
18 so high are because at this point we were doing
19 some sales efforts for the product that YEHSS was
20 offering. So I can't picture that this -- this
21 advertising expense hasn't gone up much. And it
22 has probably gone down. And so that's part of
23 that.

24 We have been doing more advertising



1 related to Facebook advertising, Paperclip type
2 advertising. And we have hired a company that
3 handles that for us and also manages our website,
4 the sales part of our website.

5 Q. And those costs go into the advertising
6 expense, this line item and this --

7 A. Yes.

8 Q. -- schedule?

9 A. I don't believe we were working with them
10 at this point. But nevertheless those aren't
11 expenses that would increase much, if any, at all
12 with our collaboration.

13 Q. Would ACE have updated its website --

14 A. Yes.

15 Q. -- had this consortium gone through?

16 A. Yes.

17 Q. Do you have any idea how much that would
18 have cost?

19 A. It would be just developing some graphics
20 and doing an additional page. So I imagine it
21 would cost maybe a couple thousand dollars, if
22 that.

23 Q. Would ACE have also engaged in other
24 advertisements had the consortium gone through with



1 the College of DuPage?

2 A. The only thing I can think of is we would
3 want to inform the public that we now had a
4 CAAHEP accredited program to offer. And that would
5 be -- that would just be Facebook and website
6 advertising because we don't have like a list of
7 people we can email to inform them of that.

8 Q. What other line items down there on this
9 schedule would have increased had the partnership
10 with ACE been consummated, partnership with the
11 College of DuPage? I'm sorry.

12 A. Lab supplies would have maybe doubled and
13 then the expense of shipping those to the college
14 once they have been developed. We would probably
15 at least have hired one more person, so under
16 payroll expenses, and that would probably be around
17 35, 40, 000.

18 Q. Would that have been the individual's
19 salary?

20 A. Yes.

21 Q. 35 to 40, 000?

22 A. Yes.

23 Q. There would have been other costs incurred
24 by ACE in connection with hiring that employee?



1 A. So benefits, payroll taxes.

2 Q. Insurance, medical insurance perhaps?

3 A. Uh-huh. Well, I meant that when I said
4 benefits.

5 Q. Oh, I'm sorry.

6 Any other on this sheet, any other costs
7 here that would have increased?

8 A. Nothing stands out. I don't believe so.

9 Q. Let's discuss the Consortium Agreements.

10 Let's start with Exhibit 11, Mr. Bump. This
11 exhibit was sent to the college on or about
12 November 21 of 2013. And you testified yesterday
13 that the college agreed to the terms in this
14 writing --

15 A. Correct.

16 Q. -- on or about December 9, 2013?

17 A. Yes.

18 Q. Do you recall that testimony?

19 A. Yes.

20 Q. Let's just go through the first heading
21 under the -- under Agreement, Roman numeral 1,
22 ACE's Responsibilities, paragraph 1, provide to
23 college an ABSA approved Distance Learning surgical
24 assistant program curriculum that includes all



1 elements of training including SurgiNet Distance
2 Learning, six days surgical skill lab, SurgiEdge
3 clinical internship. Did ACE provide all the
4 elements of training with respect to the SurgiNet
5 Distance Learning?

6 A. Yes.

7 Q. How so?

8 A. In master curriculum form.

9 Q. Are you referring to the transmission by
10 ACE to the college of the master curriculum
11 document?

12 A. Yes.

13 Q. Did ACE do any other -- did ACE embark on
14 any other measures to train the college on the
15 SurgiNet Distance Learning platform?

16 A. You mean our website?

17 Q. Yes.

18 A. I can't add to the testimony I have
19 already given you about that. By the way, in our
20 verbal contract all these were included. That
21 doesn't mean we completed every action that the --
22 that the contract said was going to be implemented
23 because we didn't get to the final stages anyway.

24 So if there were some things that we



1 didn't submit like, for instance, I don't recall
2 submitting the documents related to the clinical
3 internship. We may have. I just don't recall it.

4 Q. Okay. Did ACE provide all templates of
5 required documentation needed for the student to
6 progress through the program?

7 A. Yes.

8 Q. ACE gave the pretests and the unit tests
9 to the College of DuPage for the online modules?

10 A. No, I don't recall that. No, that's not
11 listed in here.

12 Q. Would you agree that that was a
13 responsibility of ACE under paragraph 2?

14 A. It was our responsibility to handle that
15 part of the program. Remember, we were going to be
16 handling the Distance Learning. We were going to
17 get Blackboard so that we could provide Distance
18 Learning in the format they wanted to provide it
19 in.

20 Q. Did ACE provide -- in paragraph 3 did ACE
21 provide the surgical simulators and presentation
22 materials needed to present the surgical skill lab?

23 A. We would have if they had presented one.

24 Q. Other than Kathy Cabai's trip to the



1 Denver Skills Lab in July of 2014, did ACE ever
2 send over a surgical simulator --

3 A. No.

4 Q. -- to the College of DuPage?

5 A. No.

6 Q. So it was not until July of 2014 when the
7 College of DuPage first had access to the surgical
8 simulators and presentation materials needed to
9 present the surgical skills lab?

10 A. Correct.

11 Q. Let's go to paragraph 4, designate a
12 member of the ACE staff to coordinate this program
13 with a designated member of the college staff. Who
14 did ACE -- strike that.

15 Did ACE designate a member of its staff to
16 coordinate this program with a member of COD staff?

17 A. That would have been me.

18 Q. Paragraph 5, appoint quality ACE faculty
19 members to serve as adjunct faculty for the college
20 who have the expertise necessary to successfully
21 implement all aspects of the curriculum for the
22 program. Did ACE appoint a qualified ACE faculty
23 member to serve as an adjunct faculty member for
24 the college?



1 A. I would have been appointed to that
2 position as soon as we started a program.

3 Q. Was that discussed with the College of
4 DuPage?

5 A. Of course.

6 Q. Who was that discussed with at the College
7 of DuPage?

8 A. That was with Kathy.

9 Q. Did you discuss this with Kathy directly?

10 A. I believe -- I don't recall a specific
11 conversation.

12 Q. Do you know if Keith Bump discussed that
13 with Kathy?

14 A. I don't know. Who else would Kathy think
15 she is working with that's on the faculty?

16 Q. Let's go to ACE 1061.

17 A. Which one? Oh.

18 Q. Before we get to that, you just stated
19 that you were the only faculty member of ACE?

20 A. Uh-huh.

21 Q. Had this consortium gone forward, would
22 the ability of ACE to service its own students,
23 those who did not go through the ACE COD
24 consortium, be negatively impacted with you



1 devoting time and effort to get the COD consortium
2 up and running?

3 A. The -- are you asking if all the
4 projections came through, student projections came
5 through as anticipated? We would have probably had
6 to hire another teaching -- member of the teaching
7 staff.

8 Q. Did you ever -- did ACE --

9 A. I mean assuming Kathy didn't do it.

10 Q. Did ACE in 2013 and 2014 conduct any
11 interviews of prospective faculty members of ACE?

12 A. No.

13 Q. Did ACE in 2013 and 2014 ever review any
14 resumés for prospective faculty members?

15 A. No.

16 Q. Did ACE in 2013 and 2014 ever attempt to
17 hire an adjunct faculty member for ACE?

18 A. No.

19 Q. Did ACE embark in any efforts to hire
20 anyone to become employed at ACE as an instructor
21 or faculty member in 2013 and 2014?

22 A. In anticipation of the COD ACE consortium
23 going through.

24 Q. At all?



1 A. No.

2 Q. All right. ACE 1061, the term
3 "termination provision," paragraph 1 here states
4 that this agreement is in effect for a period of
5 24 months from the date above. Do you see that?

6 A. Yes.

7 Q. And then paragraph 2 provides that this
8 paragraph may be terminated by either party with 60
9 days written notice to the other party at any time
10 for any reason.

11 A. Uh-huh.

12 Q. Was it ACE's understanding that either ACE
13 or the college could terminate this agreement at
14 any time after it was entered into upon 60 days
15 notice?

16 A. If it was terminated, then each
17 individual's property would go back to the original
18 owner.

19 Q. Is that specified in this document?

20 A. It's what's morally correct.

21 Q. That wasn't my question. Is it specified
22 in this document?

23 A. Not that I believe.

24 Q. Okay. Let's go back to the initial



1 question. Was ACE aware or was it ACE's
2 understanding that after entering into this either
3 ACE or the college could terminate the agreement at
4 any time upon 60 days written notice?

5 A. Yes.

6 Q. Would that -- strike that.

7 Paragraph 4 here, college agrees to wait
8 24 months from the termination date to begin
9 offering another surgical assistant program either
10 through the development of their own program or
11 through another consortium or affiliation with
12 another program?

13 A. Correct.

14 Q. Did the College of DuPage agree to that
15 term?

16 A. They agreed to every term.

17 Q. Let's go to Exhibit 32, the Consortium
18 Agreement dated May 5th, 2013. And just so we are
19 clear, when you testified that they agreed to every
20 term, you are referring to they agreed to every
21 term because of Miss Solt's December 9th email
22 accepting ACE's offer?

23 A. Of course.

24 Q. Got you. Okay. Showing you what's been



1 marked as Exhibit 32 to your deposition yesterday,
2 if you could turn to ACE 1102 under the heading
3 Roman numeral 4, Distribution of Tuition Receipts,
4 do you see that, Mr. Bump?

5 A. Yes.

6 Q. Paragraph 1 states tuition for this
7 program is set at, and then there is a dollar sign
8 and it's blank. Do you see that?

9 A. Yes.

10 Q. Was there ever an agreement or
11 representation by the College of DuPage as to what
12 the tuition was going to be for the ACE COD
13 consortium?

14 A. No.

15 Q. If you go down to No. 2, provides that if
16 surgical skill lab is to be presented by ACE and
17 then there is a parenthetical initial here blank to
18 choose this option, do you see that?

19 A. Yes.

20 Q. What was -- was this paragraph in the
21 original Consortium Agreement?

22 A. I don't believe so. That came into play
23 when, No. 1, they decided they wanted Kathy to
24 deliver the lab, and, No. 2, just to cover any



1 times where they were not able to cover lab for the
2 number of enrolments.

3 Q. Do you know --

4 A. I don't believe that they requested that.

5 We just put that in there to cover that scenario.

6 Q. Who drafted this agreement?

7 A. I did.

8 Q. You did.

9 A. Based on a Consortium Agreement that I had
10 in my possession from someone else.

11 Q. And who drafted the November agreement
12 attached to Exhibit 11 to your deposition?

13 A. Same.

14 Q. Who drafted the Non Disclosure Agreement we
15 discussed in your deposition?

16 A. Once again, I utilized another document,
17 another nondisclosure document that I had in my
18 possession and just tailored it to our specific
19 needs.

20 Q. Did anyone review this contract aside from
21 yourself prior to it being sent to COD in May 2014?
22 I am referring to Exhibit 32.

23 A. This one? I don't believe so.

24 Q. And -- that one.



1 A. I don't believe we passed this by our
2 lawyer.

3 Q. Do you know if the initial Consortium
4 Agreement was reviewed by counsel?

5 A. No.

6 Q. No, it wasn't, or, no, you do not know?

7 A. No, it was not.

8 Q. Was -- for Exhibit 32 was the
9 parenthetical here, initial here to choose this
10 option, again, I'm referring to ACE 1102?

11 A. Yes.

12 Q. And if you look down on paragraph 3, it
13 has the same parenthetical initial here to choose
14 this option; do you see that?

15 A. Yes.

16 Q. Was it ACE's intent to provide COD the
17 option of selecting who -- whether COD is going to
18 teach the lab or whether ACE will teach the lab?

19 A. Well, the original intention was that if
20 COD could not teach all the labs, then this would
21 be the price if we had to do it. If we had to take
22 up any of the slack. And the other would be the
23 price if they did it themselves.

24 Q. Did COD ever initial these parentheticals



1 in paragraphs 2 and 3 under distribution of tuition
2 receipts?

3 A. No.

4 MR. ROCHE: Can we take a break. I think I
5 only have one more group of discussion.

6 MR. DAVIS: Okay, yes.

7 (Recess taken.)

8 BY MR. ROCHE:

9 Q. Mr. Bump, are you aware if the College of
10 DuPage has produced the Self-Study it submitted to
11 CAAHEP in this litigation?

12 A. No, I am not aware of that.

13 Q. You are not aware, okay. So you have not
14 reviewed -- well, have you reviewed the College of
15 DuPage's Self-Study?

16 A. No.

17 Q. That was -- have you reviewed ACE's --
18 have you reviewed the College of DuPage's
19 Self-Study that the college submitted to CAAHEP to
20 obtain accreditation?

21 A. No.

22 Q. All right. Have you -- you testified
23 yesterday that you have not reviewed the curriculum
24 that College of DuPage ultimately implemented in



1 its surgical program?

2 A. No, I did review it last night.

3 Q. You did?

4 A. Yeah.

5 Q. As you sit here today, do you believe you
6 are able to competently testify as to the substance
7 of -- the College of DuPage's curriculum?

8 A. As it is presented in the documents that
9 were sent to us.

10 Q. Sent to you?

11 A. Yes.

12 Q. Okay.

13 A. Through Mike.

14 Q. Understood. Let's talk about ACE's
15 Self-Study.

16 MR. ROCHE: And before opposing counsel rolls
17 his eyes, I can represent I reviewed yesterday's
18 transcript and did not find this particular line of
19 questioning was asked of the deponent, ACE's
20 Self-Study.

21 MR. DAVIS: I didn't say you asked questions.
22 I said you introduced it as a deposition exhibit
23 so --



1 BY MR. ROCHE:

2 Q. Was ACE's Self-Study stored
3 electronically?

4 MR. DAVIS: And do we want to talk about the
5 exhibit now? Because it is Exhibit 4.

6 MR. ROCHE: Sure. We can look at the exhibit.
7 Yes, we are going to talk about it so we might as
8 well.

9 BY MR. ROCHE:

10 Q. Was this Self-Study, Mr. Bump, stored
11 electronically at ACE?

12 A. It was originally not. I don't know if
13 we -- I don't believe we later copied it and stored
14 it, but I don't believe it was. It's big.

15 Q. Was a hard copy of ACE's Self-Study kept
16 at ACE's corporate headquarters?

17 A. Yes.

18 Q. Where was ACE's Self-Study kept?

19 A. In my office.

20 Q. Where exactly in your office?

21 A. In the bookshelf.

22 Q. Could any ACE employee access your office,
23 or did it -- did your office have a door lock to
24 it?



1 A. Anybody could have got in there.

2 Q. Okay. Aside from the College of DuPage,

3 Mr. Bump, are you aware of any non-ACE employees or
4 third parties that possess ACE's Self-Study?

5 A. No. Well, let me retract that. I hired a
6 consultant to help me with this. He probably has a
7 copy.

8 Q. Do you know if -- well, let me ask it this
9 way, did the College of DuPage need to have a
10 Self-Study -- did the College of DuPage -- was a
11 requirement of the college to offer a surgical
12 assistant program that it provide a Self-Study?

13 A. No. The Self-Study was required to get
14 CAAHEP accreditation. I'm not familiar with any
15 rule at the college that said they had to have it.

16 Q. Are you familiar with any rule that the
17 state -- the Illinois Community College Board
18 required the preparation and transmission of a
19 Self-Study in order to obtain approval from the
20 state?

21 A. I don't believe so.

22 Q. All right. Let's turn to ACE 1107. It's
23 the first page. That's it. The bottom of this it
24 states that this Self-Study report was prepared by



1 the National Accreditation Consultants?

2 A. Correct.

3 Q. Do you see that?

4 Who is that entity?

5 A. It was -- I don't know if he was
6 incorporated or not; so I don't know if it is an
7 entity. It was a person. His name was Jeff Ware.
8 I don't know if it is a sole proprietorship or what
9 it was.

10 Q. Why don't you turn to ACE 1111. This is a
11 letter from you to Jeff Ware authorizing Ware from
12 National Accreditation Consultants to act and speak
13 on behalf of ACE in all matters relating to seeking
14 and achieving CAAHEP accreditation?

15 A. Correct.

16 Q. Who prepared this Self-Study report?

17 A. He prepared it, and I reviewed it for
18 accuracy.

19 Q. And did Mr. Ware prepare this in 2006?

20 A. Yes.

21 Q. How did Mr. Ware obtain the information
22 that is contained in the Self-Study?

23 A. In collaboration with me he would
24 interview me for certain things, and I would



1 provide him documents for other things.

2 Q. When you provided him documents that are
3 part of this Self-Study report, did you communicate
4 to Mr. Ware that this information was confidential
5 to ACE?

6 A. No.

7 Q. Do you recall if ACE and Mr. Ware and
8 perhaps his entity, if it was, in fact, in
9 existence, entered into any sort of confidentiality
10 agreement concerning the documents that ACE was
11 going to be sending to Ware?

12 A. It's not in here he did. This is the only
13 document I remember signing.

14 Q. Do you recall -- was this Self-Study
15 ultimately submitted to CAAHEP?

16 A. Yes.

17 Q. Do you recall --

18 A. Wait a minute.

19 Q. Go ahead.

20 A. It was submitted by a review committee
21 that does all the legwork. And that review
22 committee is part of AST. So this committee does
23 all the leg work with, like, receiving and
24 analyzing Self-Study and anything else that might



1 need to be done in order to submit ACE to CAAHEP
2 for accreditation.

3 Q. Do you know who submitted the Self-Study
4 to the AST wing branch that you just described?

5 A. Who at AST received it?

6 Q. No. Did ACE send the Self-Study to AST or
7 did Mr. Ware?

8 A. I believe we did. He submitted it to us,
9 and we then forwarded to them.

10 Q. When ACE forwarded the Self-Study to AST,
11 did ACE communicate to AST that this information
12 was confidential and proprietary to ACE?

13 A. I had conversations, informal
14 conversations with people over there that I was
15 worried that the people on the committees, some of
16 which were my -- were my competitors and they were
17 going to be looking over this, I was worried about
18 that. And I communicated that. But they weren't
19 going to do anything about it. If I was going to
20 get CAAHEP accreditation, I had to submit this.

21 Q. Did you ask that the information contained
22 in this Self-Study be kept confidential to AST?

23 A. I would have liked to say keep it
24 confidential from my competitors, but that didn't



1 seem to be going over well with them so --

2 Q. Did you ask them to keep it confidential?

3 A. Yes.

4 Q. And did they say no?

5 A. Yes.

6 Q. And ACE went ahead and transmitted the

7 Self-Study to AST?

8 A. We had no choice unless we didn't want to
9 be CAAHEP accredited.

10 Q. When did ACE become CAAHEP accredited?

11 A. That was in January of 2009.

12 Q. It took a while.

13 A. Yes, it did.

14 Q. What is the CAAHEP accreditation process?

15 A. Well, if you look at their website, they
16 say they would expect that the process would only
17 take a year. And, like I say, they were staffed --
18 half the people that were analyzing our program
19 were either directly or indirectly our competitors.

20 And they took every opportunity to delay
21 that whole process. Like they would submit that
22 there is one thing that needs to be addressed. And
23 then we would address it. We couldn't submit how
24 we addressed it until the next meeting six months



1 later. And so they milked that for everything they
2 could get out of it. Finally they had no place to
3 go with it so we got it.

4 Q. You were approved. After you were
5 approved, do you know if Jeff Ware was in
6 possession of the ACE Self-Study?

7 A. If he kept a copy for himself?

8 Q. Do you know if he actually did?

9 A. I don't know. I assumed he did keep a
10 copy for himself, but I don't know.

11 Q. Did you ever communicate to Jeff Ware
12 after the Self-Study had been completed to return
13 or destroy the ACE Self-Study?

14 A. We had conversations about the fact that
15 I'm having to submit material that I think it is
16 proprietary and even my competitors are going to
17 see it. I made it quite well known that I didn't
18 want it distributed any further than it absolutely
19 had to be.

20 Q. Did you ever ask Mr. Ware to return or
21 destroy the ACE Self-Study once his role in
22 preparing it and helping assisting ACE had finished?

23 A. No.

24 Q. What about AST, was ACE's Self-Study that



1 was submitted to AST, once it was submitted to AST,
2 did it become publicly available?

3 A. No.

4 Q. After ACE received an accreditation,
5 CAAHEP accreditation in January of 2009, did ACE
6 ask AST to return or destroy its Self-Study?

7 A. It didn't occur to us, that part of the
8 process was they had to keep copies of their work
9 in order to refer back to them if necessary. So
10 our assumption was it would have been improper to
11 ask for all materials back.

12 Q. Did you ask to -- for the materials to be
13 returned back?

14 A. No.

15 Q. Describe the economic value that ACE
16 derived from the Self-Study.

17 A. Since it led to -- eventually it leads to
18 CAAHEP accreditation, the economic value is we
19 nearly doubled our enrollments. And in terms of
20 our labor that we put into it, I spent \$7,000 on a
21 consultant to get this done and then the labor I
22 put in on it myself.

23 I don't know what that would add to the
24 value. But we did the work, and COD benefitted



1 from it however they benefitted from it.

2 Q. How did COD benefit from this Self-Study?

3 A. They used it as a template for completing
4 their own Self-Study, at least that's what they
5 told us. And we were okay with that because we had
6 an agreement with them.

7 Q. Who told you that COD intended to use the
8 ACE Self-Study as a template?

9 A. That would be Kathy Cabai.

10 Q. Did she tell you this verbally?

11 A. Yes.

12 Q. Over the phone?

13 A. I believe so.

14 Q. Was anyone else on the phone other than
15 you and Kathy Cabai?

16 A. No.

17 Q. Do you recall when this telephone
18 conversation occurred?

19 A. Shortly after we -- shortly before we sent
20 it to them.

21 Q. As you sit here today, do you know if COD
22 utilized in any way ACE's Self-Study?

23 A. No. They just said they were going to. I
24 don't know what they actually did with it.



1 Q. Are you aware that in 2008 CAAHEP changed
2 its accreditation standards?

3 A. Are you talking about the standard where
4 you had to become an accredited institution?

5 Q. Yes.

6 A. I was aware of that, yes. That's why we
7 went to COD.

8 Q. Do you know if CAAHEP changed any of its
9 other accreditation standards between the time ACE
10 submitted its Self-Study to CAAHEP or AST and
11 November of 2013?

12 A. I'm not familiar with any further -- or at
13 least any further dramatic changes that they made
14 such as the one we have already talked about. And
15 after we weren't accredited anymore, I just really
16 didn't see the need to follow it until such point
17 that we were able to work with a college like that
18 or finally get our institutional accreditation.

19 Q. When you -- when ACE transmitted the
20 Self-Study to the College of DuPage, did ACE
21 communicate to the college that the Self-Study was
22 ACE confidential information?

23 A. I didn't put it in so many words.

24 Q. Did you put it in any words?



1 A. I can't recall that I used any specific
2 words to forward the idea that there was -- it was
3 confidential information.

4 Q. How about trade secrets, did you -- did
5 ACE notify College of DuPage that the ACE
6 Self-Study was an ACE trade secret?

7 A. Not that I recall.

8 Q. After the proposed consortium with COD and
9 ACE terminated, did ACE make any attempts to
10 retrieve this Self-Study from the College of
11 DuPage?

12 A. No. Our intentions were proceeding with this
13 lawsuit.

14 Q. All right. Let's talk about the
15 curriculum, Exhibit 5. Okay, Mr. Bump, yesterday
16 at your deposition you testified that the master
17 curriculum that was identified in response to
18 Interrogatory No. 4 consisted of the program
19 catalogue and the master syllabi which is included
20 in that exhibit before you which is Exhibit No. 5.
21 Do you recall that testimony?

22 A. Yes.

23 Q. Let's just focus not on the program
24 catalogue but the syllabi. If you could also look



1 at Exhibit 1 to the individual deposition, which is
2 the complaint, and could you turn to Exhibit H in
3 that document. If you could turn a couple
4 pages in, there you go, beginning with the second
5 page to Exhibit H all the way through the end, if
6 you could review that and just answer the question
7 is the Exhibit H to the complaint that was filed in
8 this action the same -- contain the same
9 information as the master curriculum in Exhibit 5
10 to your deposition? Is it the same information?

11 A. Yes.

12 Q. Could you turn to Exhibit P to the
13 complaint. And review that exhibit. My question
14 is is Exhibit P to the complaint the same
15 information, same documents as Exhibit 5 to your
16 deposition?

17 A. Can you rephrase that. I'm not sure I
18 understood the question.

19 Q. That's fine. Exhibit P to the complaint.

20 A. I am on there.

21 Q. All right. Is the information contained
22 in Exhibit P the same information that is contained
23 in Exhibit 5 to your individual deposition
24 Bates numbered ACE 1108 through -- excuse me,



1 ACE 1008 through ACE 1058?

2 A. Are you talking about the Bates numbers?

3 Q. Yes. Is this information in this exhibit
4 the same information that is Exhibit P to the
5 complainant?

6 A. It looks the same except up front it looks
7 like it might have been reorganized into different
8 courses whereas Bio Science would have been a whole
9 course and laparoscopic surgery would have been a
10 whole course and so on, they put those all into the
11 course heading of 2501.

12 Q. Aside from the course heading 2501, is the
13 wording, the paragraphs and the topical discussion
14 the exact same information that's spelled out in
15 Exhibit 5, the master curriculum?

16 A. Yes.

17 Q. Are you aware, Mr. Bump, that complaints
18 filed in federal court are publicly available
19 documents?

20 A. I didn't know that.

21 MR. ROCHE: Let's just do a group exhibit
22 here.
23
24



1 (Whereupon, D. B. 30(b) (6)

2 Deposition Exhibit No. 2 was

3 marked for identification.)

4 BY MR. ROCHE:

5 Q. Mr. Bump, I show you what has been marked
6 as Exhibit 2 to your deposition. Do you recognize
7 this document?

8 A. No.

9 Q. I believe that you testified earlier that
10 you reviewed the College of DuPage curriculum last
11 night; is that right?

12 A. I reviewed the screen shots they had of
13 their website.

14 Q. Well, the online?

15 A. Yes.

16 Q. I'm sorry. Are you referring to the
17 online screen shots that are published via the
18 Internet?

19 A. Yes.

20 Q. Did you review any hard copies of the
21 College of DuPage curriculum that has been produced
22 in this litigation?

23 A. No.

24 Q. All right. A couple questions about the



1 textbooks that ACE believes constitute trade
2 secrets, because we discussed almost all of it
3 yesterday, are students required to return the
4 textbooks they receive upon completion of the ACE
5 program?

6 A. No.

7 Q. Are they required to destroy the textbooks
8 upon completion?

9 A. No.

10 Q. They can keep them?

11 A. Yes. Our claim to -- it being our
12 property aren't the textbooks themselves. It is
13 our recipe for how we utilize the textbooks and how
14 we combine the reading assignments into an
15 effective learning assignment.

16 Q. Are students required to return the master
17 syllabi that they receive after they complete the
18 ACE program?

19 A. They don't receive a master syllabi.

20 Q. But students do receive syllabi for each
21 online module; is that right?

22 A. They are available on the website.

23 Q. Which a student can print if he or she so
24 chooses?



1 A. Yes.

2 Q. And the online modules contain what you
3 described as ACE's recipe in connection with the
4 textbooks?

5 A. Correct.

6 Q. Are students required to return if they so
7 print the master syllabi -- or the syllabi for the
8 online modules upon completion of the Surgical
9 Assistant Program?

10 A. No. We don't even ask them if they
11 printed it or not.

12 Q. Does ACE or did ACE in 2013 and 2014 ask
13 students to destroy any hard copies of syllabi that
14 they downloaded from the website?

15 A. No.

16 Q. And in 2013 and 2014 did ACE ask the
17 students to return any of the syllabi that they may
18 have downloaded --

19 A. No.

20 Q. -- and printed?

21 With respect to the ACE book that you
22 authored, would you agree that if the College of
23 DuPage never viewed the contents of the ACE
24 workbook, it did not misappropriate the information



1 contained therein?

2 A. Of course, if they never reviewed it.

3 Q. And then would you agree that if COD never
4 misappropriated the contents of the ACE
5 workbook, it did not use the information
6 contained therein?

7 A. Correct.

8 MR. ROCHE: I have no further questions. I
9 would just make one request of counsel for Keith
10 Bump's deposition, if Keith Bump could review
11 College of DuPage's Self-Study and College of
12 DuPage's curriculum which is Exhibit 2 I believe to
13 Mr. Bump's corporate dep.

14 MR. DAVIS: And the complaint?

15 MR. ROCHE: And the complaint, yes. Among
16 other things, yes.

17 THE WITNESS: I don't know if you know this,
18 but Keith is not a curriculum expert.

19 MR. ROCHE: Right. I was hoping when you
20 indicated earlier that you had reviewed the COD
21 curriculum last night, I was hoping that you
22 actually reviewed the curriculum that was produced
23 in this case because I do have questions about
24 COD's curriculum that I need to ask of ACE's



1 corporate dep which is why I am asking if Keith
2 could review the curriculum even though he is not a
3 curriculum expert. You are. But that's all I
4 have.

5 MR. DAVIS: Okay.

6 Reserve signature.

7 (Deposition concluded at
8 2:47 o'clock p.m.)

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1 IN THE UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF ILLINOIS

3 EASTERN DIVISION

4 AMERICAN CENTER FOR)
5 EXCELLENCE IN SURGICAL)
6 ASSISTING INC.,)
7 Plaintiff,)
8 vs.) No. 1:15-CV-07290
9 COMMUNITY COLLEGE)
10 DISTRICT 502, COLLEGE OF)
11 DUPAGE, DR. THOMAS)
12 CAMERON, DR. KAREN M.)
13 SOLT, and DR. KATHY)
14 CABAI,)
15 Defendants.

16 This is to certify that I have read the

17 transcript of my deposition taken in the

18 above-entitled cause by Patricia L. Wangler,

19 Certified Shorthand Reporter, on April 5, 2017, and

20 that the foregoing transcript accurately states the

21 questions asked and the answers given by me as they

22 now appear.

23 _____
24 DANI EL BUMP

25 SUBSCRIBED AND SWORN TO

26 Before me this _____ day

27 of _____ 2017.
28 _____

29 Notary Public



1 STATE OF ILLINOIS)

2) SS:

3 COUNTY OF COOK)

4 I, Patricia L. Wangler, an Officer of the
5 Court, do hereby certify that heretofore, to-wit,
6 on April 5, 2017, personally appeared before me, at
7 180 North Stetson Avenue, Chicago, Illinois, DANIEL
8 BUMP, in a cause now pending and undetermined in
9 the United States District Court, Northern District
10 of Illinois, wherein AMERICAN CENTER FOR EXCELLENCE
11 IN SURGICAL ASSISTING INC., is the Plaintiff, and
12 COMMUNITY COLLEGE DISTRICT 502, COLLEGE OF DUPAGE,
13 DR. THOMAS CAMERON, DR. KAREN M. SOLT, and DR.
14 KATHY CABAI, are the Defendants.

15 I further certify that the said witness
16 was first duly sworn to testify the truth, the
17 whole truth and nothing but the truth in the cause
18 aforesaid; that the testimony then given by said
19 witness was reported stenographically by me in the
20 presence of the said witness, and afterwards
21 reduced to typewriting by Computer-Aided
22 Transcription, and the foregoing is a true and
23 correct transcript of the testimony so given by
24 said witness as aforesaid.

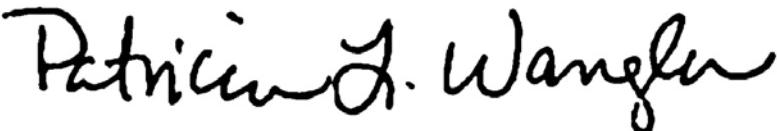


1 I further certify that the signature to
2 the foregoing deposition was not waived by counsel
3 for the respective parties.

4 I further certify that the taking of this
5 deposition was pursuant to Notice, and that there
6 were present at the deposition the attorneys
7 hereinbefore mentioned.

8 I further certify that I am not counsel
9 for nor in any way related to the parties to this
10 suit, nor am I in any way interested in the outcome
11 thereof.

12 IN TESTIMONY WHEREOF: I have hereunto set
13 my verified digital signature this
14 17th day of April, 2017.

15
16
17

18
19

20 ILLINOIS CERTIFIED SHORTHAND REPORTER

21 LIC. NO. 084-002417



1 McCorkle Litigation Services, Inc.
2 200 N. LaSalle Street, Suite 2900
3 Chicago, Illinois 60601-1014

4 April 17, 2017
5 Mr. Michael J. Davis
6 DLG Law Group
7 2777 Finley Road, Suite 12
8 Downers Grove, Illinois 60515

9 IN RE: American Center v. Community College
10 COURT NUMBER: 1:15-CV-07290
11 DATE TAKEN: April 5, 2017
12 DEPONENT: Daniel Bump

13 Dear Mr. Davis,

14 Enclosed is the deposition transcript for the
15 aforementioned deponent in the above-entitled
16 cause. Also enclosed are additional signature
17 pages, if applicable, and errata sheets.

18 Per your agreement to secure signature, please
19 submit the transcript to the deponent for review
20 and signature. All changes or corrections must be
21 made on the errata sheets, not on the transcript
22 itself. All errata sheets should be signed and all
23 signature pages need to be signed and notarized.

24 After the deponent has completed the above, please
25 return all signature pages and errata sheets to me
26 at the above address, and I will handle
27 distribution to the respective parties.

28 If you have any questions, please call me at the
29 phone number below.

30 Sincerely,

31 Cindy Alieca
32 Signature Department

33 Patricia L. Wangler
34 Court Reporter

35 cc: Mr. Roche.



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